



**LOWELL PUBLIC SCHOOLS**  
Henry J. Mroz Central Administration Offices  
155 Merrimack Street  
Lowell, MA 01852

Joel D. Boyd, Ed.D  
Superintendent

Tel: 978-674-4324  
Fax: 978-937-7609  
E-Mail: [jhall@lowell.k12.ma.us](mailto:jhall@lowell.k12.ma.us)

To: Superintendent  
From: Chief Operations Officer  
Date: December 2, 2019

Raises for the current Chief Academic Officer for July 1, 2018 and July 1, 2019, which were agreed to by the then Superintendents and the current Chief Academic Officer, were never put before the Committee for approval.

I have attached the contract for "Assistant Superintendent for Curriculum, Instruction, and Assessment" (starting at \$150,000 for three years- dated May 22, 2017). It indicates:

"Salaries for all subsequent years will be renegotiated between the [Assistant Superintendent] and the Superintendent of Schools, ninety (90) days prior to the anniversary date of the contract, subject to the approval of the School Committee."

3% was set aside for a raise for July 1, 2018 in the budget which was approved by the Committee. 3% was also set aside for FY2020 in the budget which was approved by the Committee.

A vote is needed on Amendment #1 and Amendment #2 (both attached).

AMENDMENT #1

The AGREEMENT made and entered into on the 22<sup>nd</sup> day of May 2017, by and between the CITY OF LOWELL SCHOOL DISTRICT and ROBIN DESMOND, is hereby amended as follows:

1. By virtue of this Amendment, the not to exceed figure of said Agreement shall be increased by the sum of FOUR THOUSAND FIVE HUNDRED and 00/100 (\$4,500.00) DOLLARS.

ROBIN DESMOND shall be paid an annual salary commencing July 1, 2018 of ONE HUNDRED FIFTY-FOUR THOUSAND FIVE HUNDRED and 00/100 (\$154,500.00) DOLLARS payable in equal installments in accordance with the policy of the CITY OF LOWELL SCHOOL DISTRICT.

2. All other terms and conditions in said Agreement shall remain as set forth in the original Agreement.

Dated: \_\_\_\_\_

APPROVED:

\_\_\_\_\_  
Joel D. Boyd, Ed.D  
Superintendent of Schools

\_\_\_\_\_  
Robin Desmond  
Assistant Superintendent for  
Curriculum, Instruction and Assessment

APPROVED AS TO FORM:

\_\_\_\_\_  
Christine P. O'Connor  
City Solicitor

## AMENDMENT #2

The AGREEMENT made and entered into on the 22<sup>nd</sup> day of May 2017, by and between the CITY OF LOWELL SCHOOL DISTRICT and ROBIN DESMOND, is hereby amended as follows:

1. By virtue of this Amendment, the not to exceed figure of said Agreement shall be increased by the sum of FOUR THOUSAND SIX HUNDRED THIRTY-FIVE and 00/100 (\$4,635.00) DOLLARS.

ROBIN DESMOND shall be paid an annual salary commencing July 1, 2019 of ONE HUNDRED FIFTY-NINE THOUSAND ONE HUNDRED THIRTY-FIVE and 00/100 (\$159,135.00) DOLLARS payable in equal installments in accordance with the policy of the CITY OF LOWELL SCHOOL DISTRICT.

2. All other terms and conditions in said Agreement shall remain as set forth in the original Agreement and Amendment #1.

Dated: \_\_\_\_\_

APPROVED:

\_\_\_\_\_  
Joel D. Boyd, Ed.D  
Superintendent of Schools

\_\_\_\_\_  
Robin Desmond  
Assistant Superintendent for  
Curriculum, Instruction and Assessment

APPROVED AS TO FORM:

\_\_\_\_\_  
Christine P. O'Connor  
City Solicitor

**ASSISTANT SUPERINTENDENT FOR CURRICULUM,  
INSTRUCTION AND ASSESSMENT**

This AGREEMENT made and entered into this 22<sup>nd</sup> day of May 2017, by and between the SCHOOL COMMITTEE of the CITY OF LOWELL, hereinafter referred to as "COMMITTEE", and ROBIN DESMOND, hereinafter referred to as the ASSISTANT SUPERINTENDENT FOR CURRICULUM, INSTRUCTION AND ASSESSMENT.

In consideration of the promises herein contained, the parties hereto mutually agree as follows:

1. - EMPLOYMENT: The COMMITTEE hereby employs ROBIN DESMOND as the ASSISTANT SUPERINTENDENT FOR CURRICULUM, INSTRUCTION AND ASSESSMENT of the public schools of Lowell and the ASSISTANT SUPERINTENDENT FOR CURRICULUM, INSTRUCTION AND ASSESSMENT hereby accepts employment on the following terms and conditions:
2. TERM: The ASSISTANT SUPERINTENDENT FOR CURRICULUM, INSTRUCTION AND ASSESSMENT shall be employed for a three-year period commencing July 1, 2017 through June 30, 2020.

The ASSISTANT SUPERINTENDENT FOR CURRICULUM, INSTRUCTION AND ASSESSMENT shall not later than January 1, 2020 advise the Superintendent of Schools and the COMMITTEE by written notice whether she desires to negotiate a successor agreement. Failure to so notify the Superintendent of Schools and the COMMITTEE shall result in the expiration of this agreement on June 30, 2020 unless this agreement is otherwise terminated for cause as stated herein.

Upon receipt of timely notice from the ASSISTANT SUPERINTENDENT FOR CURRICULUM, INSTRUCTION AND ASSESSMENT of her desire for a successor agreement, the COMMITTEE shall within Sixty (60) calendar days respond to the ASSISTANT SUPERINTENDENT FOR CURRICULUM, INSTRUCTION AND ASSESSMENT in writing of its willingness or unwillingness to accept a proposal from the ASSISTANT SUPERINTENDENT FOR CURRICULUM, INSTRUCTION AND ASSESSMENT for a successor agreement. Failure of the COMMITTEE to respond to the written notice of the ASSISTANT SUPERINTENDENT FOR CURRICULUM, INSTRUCTION AND ASSESSMENT within said sixty (60) calendar day period shall cause this agreement to be extended for one (1) year on terms no less favorable to the ASSISTANT SUPERINTENDENT FOR CURRICULUM, INSTRUCTION AND ASSESSMENT than prevailed in the July 1, 2019 through June 30, 2020 agreement year.

3. COMPENSATION:

a.) The ASSISTANT SUPERINTENDENT FOR CURRICULUM, INSTRUCTION AND ASSESSMENT shall be paid an annual salary, commencing July 1, 2017 and terminating June 30, 20120 as ASSISTANT SUPERINTENDENT FOR CURRICULUM, INSTRUCTION AND ASSESSMENT of One Hundred and Fifty Thousand (\$ 150,000) Dollars, payable in equal installments in accordance with the policy of the COMMITTEE governing payments of salary of other professional staff members in the school department.

b.) Salaries for all subsequent years will be renegotiated between the ASSISTANT SUPERINTENDENT FOR CURRICULUM, INSTRUCTION AND ASSESSMENT and the Superintendent of Schools, ninety (90) days prior to the anniversary date of the contract, subject to the approval of the School Committee.

4. SEVERANCE CLAUSE: At the time of the ASSISTANT SUPERINTENDENT FOR CURRICULUM, INSTRUCTION AND ASSESSMENT retirement, resignation, non-renewal of contract, or death, the ASSISTANT SUPERINTENDENT FOR CURRICULUM, INSTRUCTION AND ASSESSMENT or her estate will receive 100% of all accrued vacation and 1/3 (33 1/3%) payment of all unused sick leave, maximum payment for unused sick leave not to exceed \$ 20,000. As of June 30, 2014, the ASSISTANT SUPERINTENDENT FOR CURRICULUM, INSTRUCTION AND ASSESSMENT has previously accrued 249 sick days entitling her to a payment, at the time of the ASSISTANT SUPERINTENDENT FOR CURRICULUM, INSTRUCTION AND ASSESSMENT retirement, resignation, non-renewal of contract, or death of \$56081.08 for accrued sick leave, which shall not be subject to the \$ 20,000 maximum payment for unused sick leave since July 1, 2014.

5. TERMINATION: In the event that said ASSISTANT SUPERINTENDENT FOR CURRICULUM, INSTRUCTION AND ASSESSMENT desires to terminate this contract before the term of services shall have expired, she may do so if she gives at least sixty (60) days written notice of her intention to the Superintendent of Schools and the Superintendent of Schools accepts said resignation, otherwise, termination of the ASSISTANT SUPERINTENDENT FOR CURRICULUM, INSTRUCTION AND ASSESSMENT shall be in accordance with Massachusetts General Laws, Chapter 71, Section 42, as amended by the Education Reform Act of 1993.

6. DUTIES: The ASSISTANT SUPERINTENDENT FOR CURRICULUM, INSTRUCTION AND ASSESSMENT shall perform faithfully to the best of her ability, the duties of ASSISTANT SUPERINTENDENT FOR CURRICULUM, INSTRUCTION AND ASSESSMENT.

7. CERTIFICATE: The ASSISTANT SUPERINTENDENT FOR CURRICULUM, INSTRUCTION AND ASSESSMENT shall furnish and maintain throughout the term of this contract a valid and appropriate certificate qualifying her to act as ASSISTANT SUPERINTENDENT FOR CURRICULUM, INSTRUCTION AND ASSESSMENT of the Lowell School Department in the Commonwealth of Massachusetts, as required by Massachusetts General Laws, Chapter 71, as amended by the Education Reform Act of 1993 and applicable provisions of 603 C.M.R.

8. OTHER ACTIVITIES: The ASSISTANT SUPERINTENDENT FOR CURRICULUM, INSTRUCTION AND ASSESSMENT may accept speaking, writing, lecturing, or other engagements of a professional nature as she sees fit, provided they do not derogate from her duties as ASSISTANT SUPERINTENDENT FOR CURRICULUM, INSTRUCTION AND ASSESSMENT and further provided that said activity complies with the provisions of Massachusetts General Laws, Chapter 268A.

9. REIMBURSEMENT FOR EXPENSES: The COMMITTEE shall reimburse the ASSISTANT SUPERINTENDENT FOR CURRICULUM, INSTRUCTION AND ASSESSMENT for all expenses reasonably incurred in the performance of the duties under this contract in accordance with the laws of Massachusetts and the policies and ordinances of the City of Lowell. Such expenses shall include, but shall not be limited to, toll and mileage reimbursement at the rate determined by the United States Internal Revenue Service, and costs of attendance at appropriate local, state and national meetings. The ASSISTANT SUPERINTENDENT FOR CURRICULUM, INSTRUCTION AND ASSESSMENT shall be satisfied by a monthly travel allowance of Three Hundred (\$300.00) Dollars. Any additional reimbursements, including, but not limited to plane fare, room and board, meals, etc., will be based on submission of receipts.

The Administrator shall be reimbursed for course work, programs, or appropriate seminars/conferences as pre-approved by the Superintendent, taken in conjunction with the continued certification as a school Administrator to a sum of \$3,000 annually, pending available funds in the budget.

10. STATE RETIREMENT SYSTEM: The ASSISTANT SUPERINTENDENT FOR CURRICULUM, INSTRUCTION AND ASSESSMENT shall be a member of the Massachusetts Teachers Retirement System as required by Massachusetts General Laws, Chapter 32, Section 2.

11. FRINGE BENEFITS: The ASSISTANT SUPERINTENDENT FOR CURRICULUM, INSTRUCTION AND ASSESSMENT shall be entitled to all insurance (medical, hospital and life) benefits and all other fringe benefits currently available to teachers, such benefits not to reduce benefits expressly provided for in this contract or to be agreed upon in the future. The COMMITTEE and the ASSISTANT SUPERINTENDENT FOR CURRICULUM, INSTRUCTION AND ASSESSMENT may agree or alter components of these benefits or to add benefits not currently available to professional personnel.

12. ANNUAL VACATION: The ASSISTANT SUPERINTENDENT FOR CURRICULUM, INSTRUCTION AND ASSESSMENT shall receive twenty-five (25) working days as annual vacation, exclusive of legal holidays. Vacation time shall be cumulative to forty five (45) days.

13. SICK LEAVE: The ASSISTANT SUPERINTENDENT FOR CURRICULUM, INSTRUCTION AND ASSESSMENT shall be entitled to sick leave in an amount equal to, but not in excess of twelve (12) days of sick leave for each year of this contract and any extensions hereunder. The ASSISTANT SUPERINTENDENT FOR CURRICULUM, INSTRUCTION AND ASSESSMENT unused sick leave shall be cumulative. The ASSISTANT SUPERINTENDENT FOR CURRICULUM, INSTRUCTION AND ASSESSMENT shall be eligible for extended sick leave benefits as are presently available to administrators and as such benefits may be amended from time to time.

15. INDEMNIFICATION: The Committee hereby represents that the City of Lowell is bound by the provisions of Section 9 of Chapter 258, and Section 13 of Chapter 258 of the General Laws, which provides that the City shall indemnify and save harmless municipal officers, elected or appointed, from personal financial loss and expense including reasonable legal fees and costs, if any, in an amount not to exceed One Million Dollars, arising out of any claim, demand, suit or judgment by reason of any act or omission, except an intentional violation of civil rights of any person, if the official at the time of such act or omission was acting within the scope of her official duties or employment.

16. SUBSCRIPTIONS & DUES: Subject to annual budgetary appropriation and approval by the Superintendent of Schools, the Administrator shall have membership in the appropriate and relevant professional association paid by the School District.

17. PERSONAL DAYS: The ASSISTANT SUPERINTENDENT FOR CURRICULUM, INSTRUCTION AND ASSESSMENT shall be granted two (2) personal days per contract year. No accumulation of personal days exists under this agreement.

18. PERFORMANCE:

a.) The ASSISTANT SUPERINTENDENT FOR CURRICULUM, INSTRUCTION AND ASSESSMENT shall fulfill all aspects of this contract. Any exceptions thereto shall be by mutual agreement between the COMMITTEE and the ASSISTANT SUPERINTENDENT FOR CURRICULUM, INSTRUCTION AND ASSESSMENT in writing.

b.) Failure to fulfill the obligations agreed upon in this contract will be viewed as a violation of the Code of Ethics, Massachusetts Association of School Superintendents, and will be reported by the COMMITTEE to the appropriate state and national associations of the school associations of the school administrator and state educational authorities.

19 EVALUATION: The ASSISTANT SUPERINTENDENT FOR CURRICULUM, INSTRUCTION AND ASSESSMENT shall be evaluated by the Superintendent using the Massachusetts Department of Elementary and Secondary Education's Educator Evaluation tool.

20 ENTIRE AGREEMENT: This contract embodies the whole AGREEMENT between the COMMITTEE and the ASSISTANT SUPERINTENDENT FOR CURRICULUM, INSTRUCTION AND ASSESSMENT and there are no inducements, promises, terms, conditions, or obligations made or entered into by either party other than those contained herein. The contract may not be changed except by writing, signed by the party against whom enforcement thereof is sought.


21 INVALIDITY: If any paragraph or part of this AGREEMENT is invalid, it shall not affect the remainder of said AGREEMENT, but said remainder shall be binding and effective against all parties.

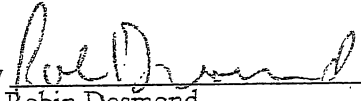
22 The undersigned certifies under penalties of perjury that all municipal fees, including real estate taxes, due and owing to the City of Lowell, have been paid in full.



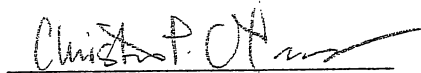
IN WITNESS WHEREOF, the parties have hereunto signed and sealed this AGREEMENT and a duplicate and triplicate thereof, this 22<sup>nd</sup> day of May, in the year 2017.

APPROVED:

  
Salah E. Khelfaoui,  
Superintendent

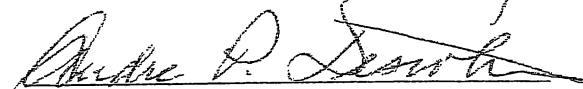
By   
Robin Desmond,  
Assistant Superintendent for Curriculum,  
Instruction & Assessment

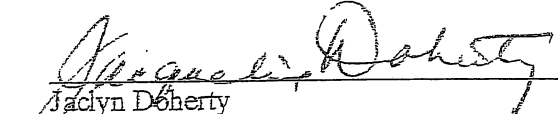
APPROVED AS TO FORM:

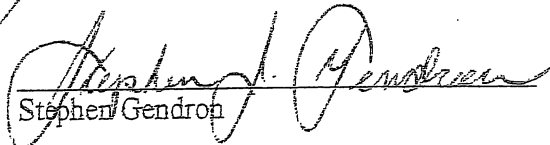
  
Christine P. O'Connor  
City Solicitor

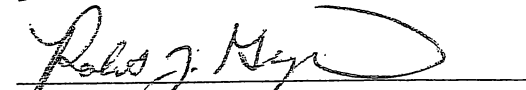
THE LOWELL SCHOOL COMMITTEE,

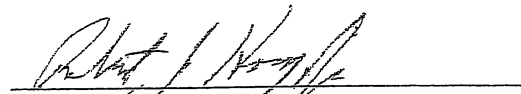
  
Edward J. Kennedy, Jr. Mayor

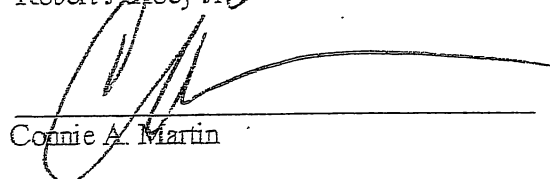
  
Andre P. Descoteaux

  
Jaclyn Doherty

  
Stephen Gendron

  
Robert J. Gignac

  
Robert J. Hoey Jr.

  
Connie A. Martin

LOWELL PUBLIC SCHOOLS  
LOWELL, MASSACHUSETTS

**ASSISTANT SUPERINTENDENT  
FOR CURRICULUM, INSTRUCTION & ASSESSMENT**

**JOB GOAL**

To assist the Superintendent substantially and effectively in the task of providing leadership in developing, achieving and maintaining the best possible educational programs and services to ensure that each student is provided with the richest educational experience the district can provide.

**PERFORMANCE RESPONSIBILITIES:**

1. Directs the administration and coordination of the district's educational programs.
2. Provides staff leadership to ensure an understanding of the educational objectives of the district.
3. Guides development, implementation and evaluation of curriculum and instructional services.
4. Works with principals and teacher committees in organizing and coordinating grade level and departmental meetings in order to effect horizontal and vertical continuity and articulation of the instructional program throughout the district.
5. Interprets the present curriculum and proposed curriculum changes to the board, the administration, the staff and the general public.
6. Coordinates activities of district curriculum and textbook selection committees.
7. Directs creation of and edits for publication all curriculum grades and materials prepared by and to be distributed among the instructional staff.
8. Determines the types of programs needed by the schools and makes appropriate recommendations.
9. Guides development, implementation, and evaluation of preservice and inservice educational activities and training programs for professional personnel.
10. Plays a significant leadership role in fostering professional growth and building staff morale throughout the district.
11. Conducts and coordinates district-wide research and testing for measuring the effectiveness of the total educational program.
12. Keeps informed on the latest research, trends and developments in all areas of education and interprets these matters for staff as necessary.
13. Inaugurates studies and research in the areas of enrollment growth, staffing needs and building needs.
14. Assists in the preparation of the budget.
15. Reports on the status, requirements and needs of district programs and services at the request of the Superintendent.
16. Attends board meetings and prepares such reports for the board as the Superintendent may request.
17. Assists in the development of district policies and administrative rules.
18. Responsible for selected federal and state funded projects under the sponsorship of the Lowell School System.

19. Devises ways and means to evaluate, in cooperation with building administrators, the efficacy of all projects and makes recommendations to the Superintendent as a result of these evaluations.
20. Keeps the Superintendent informed of all possible funds available to the school system under the various state and federal programs, and in what manner these funds can be used in the school system.
21. Analyzes and interprets federal and state administrative guidelines, statutes, regulations, and directives.
22. Fully responsible for student assessment (based on Common Core of Learning and Curriculum Frameworks ), School Improvement Plan initiatives and accountability procedures dealing with school performance ratings as prescribed by the Massachusetts Department Of Education.
23. Holds regular meetings with directors, supervisors, and other curriculum support personnel.
24. Performs such other tasks and assumes such other responsibilities as may be assigned by the Superintendent.